

03-05-2001

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



JLY

Patent and Trademark Office

2.7001

101626228

To the Honorable Comm.

attached original documents or copy thereof.

1. Name of conveying party(ies):

NationsBank, N.A. d/b/a Bank of America

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other national banking association

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Trademark Security Agreement

Execution Date: January 25, 2001

2. Name and address of receiving party(ies)

Name: S2 Systems, Inc.

Internal Address: _____

Street Address: 4965 Preston Park Boulevard, Suite 800City: Plano State: TX ZIP: 75093

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): _____

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,860,286; 1,351,436; 2,009,654; 1,351,435Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John M. ConeInternal Address: Akin Gump Strauss Hauer & Feld LLPStreet Address: P. O. Box 688City: Dallas State: TX ZIP: 75313-06886. Total number of applications and registrations involved: 47. Total fee (37 CFR 3.41) \$115.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John M. Cone

Name of Person Signing

Signature

February 15, 2001

Date

Total number of pages including cover sheet, attachments, and document: _____

DO NOT USE THIS SPACE

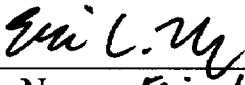
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

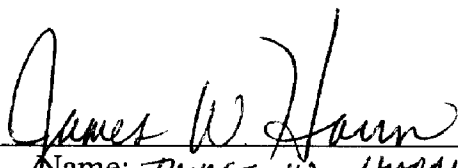
This Termination and Release of Trademark Security Agreement is made as of the 25th day of January, ~~2000~~ ²⁰⁰¹ by NATIONSBANK, N.A., a national banking association dba Bank of America, National Association (hereinafter referred to as "NATIONSBANK") and S2 Systems, Inc., a Delaware corporation (hereinafter referred to as "S2").

NATIONSBANK does hereby release and terminate the Security Interest granted by S2 to NATIONSBANK in the trademark registrations described in the attached "Trademark Summary" pursuant to the Trademark Security Agreement dated April 9, 1999 and recorded in the United States Patent and Trademark Office at Reel/Frame 1896/0884-0889.

NATIONSBANK, N.A., dba BANK OF AMERICA,
NATIONAL ASSOCIATION

By: 
Name: Eric L. Kraft
Title: Vice President

S2 SYSTEMS, INC.

By: 
Name: JAMES W. HARRISON
Title: SECRETARY AND GENERAL COUNSEL

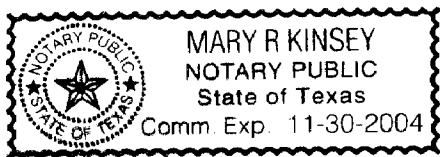
TRADEMARK SUMMARY

Country	Trade or Service Mark	Date Registered	Registration Number
Argentina	Storenet	2/28/94	1566608
United States	Storenet/2	3/28/89	1531797 '
Argentina	ON/2	2/28/94	1566609
Argentina	Healthnet/2	2/28/94	1566607
United States	Healthnet	1/21/92	1672411
United States	S2	10/22/96	2,009,654 -
United States	ON/X	10/25/94	1,860,286 -
United States	ON/2	7/30/85	1,351,436 -
United States	Shared Financial Systems	7/30/85	1,351,435
United States	Shared Success	7/18/85	1,548,716

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Eric Craft, and having been duly sworn by me, upon his oath states that he/she is Vice President of NationsBank, N.A. dba Bank of America National Association, that he/she has read and understands the foregoing instrument, that he/she is authorized to execute said instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

January, 2000.
SUBSCRIBED AND SWORN TO BEFORE ME, this 25 day of



MARY R. KINSEY
Printed Name of Notary Public
Mary R Kinsey
Signature of Notary Public

My Commission expires: 11-30-2004.

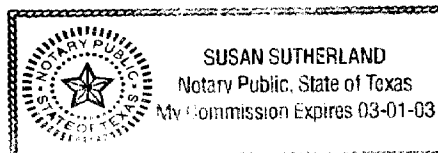
STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared JAMES W HARRISON, and having been duly sworn by me, upon his oath states that he/she is Sec/General Counsel of S2 Systems, Inc., that he/she has read and understands the foregoing instrument, that he/she is authorized to execute said instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

January, 2000.
SUBSCRIBED AND SWORN TO BEFORE ME, this 17th day of

Susan Sutherland
Printed Name of Notary Public
Susan Sutherland
Signature of Notary Public

My Commission expires the 03-01-03.



TRADEMARK SECURITY AGREEMENT

WHEREAS, S2 SYSTEMS, INC., a Delaware corporation ("Grantor") owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NATIONSBANK, N.A., a national banking association dba Bank of America, National Association ("Secured Party"), are parties to that certain Loan Agreement, dated effective as of April 9, 1999, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement);

WHEREAS, pursuant to the terms of the Loan Agreement and that certain Security Agreement between Grantor and Secured Party, dated effective as of April 9, 1999 (the "Security Agreement"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks and all proceeds thereof, to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any

TRADEMARK SECURITY AGREEMENT - Page 1

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trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 9th day of April, 1999.

S2 SYSTEMS, INC.

By: [Signature]
Name: Ivan Koon
Title: President

NATIONSBANK, N.A., dba BANK OF AMERICA, NATIONAL ASSOCIATION

By: [Signature]
Susan Raher
Senior Vice President

TRADEMARK SECURITY AGREEMENT - Page 2

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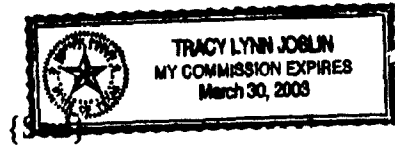
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ACKNOWLEDGMENT

STATE OF TX)
COUNTY OF Dallas)

This instrument was acknowledged before me this 9th day of April, 1999, by Ivan Koon, as President of S2 Systems, Inc., a Delaware corporation, on behalf of such corporation.



Tracy Lynn Joblin
Notary Public in and for the State of TX

My commission expires: 3/30/03

ACKNOWLEDGMENT

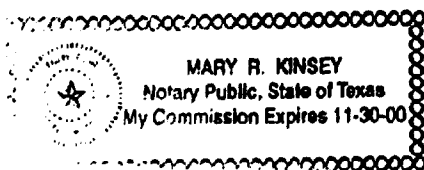
STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 16th day of April, 1999, by Susan Rahe, as Senior Vice President of NationsBank, N.A., a national banking association dba Bank of America, National Association, on behalf of such association.

{Seal}

Mary R. Kinsey
Notary Public in and for the State of Tx

My commission expires: 11.30.00



TRADEMARK SECURITY AGREEMENT - Page 3

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Schedule 1
to
Trademark Security Agreement

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TRADEMARK
REEL: 1896 FRAME: 0888

TRADEMARK
REEL: 002243 FRAME: 0586

TRADEMARK SUMMARY

Country	Trade or Service Mark	Date Registered	Registration Number
Argentina	Storenet	2/28/94	1566608
United States	Storenet/2	3/28/89	1531797 '
Argentina	ON/2	2/28/94	1566609
Argentina	Healthnet/2	2/28/94	1566607
United States	Healthnet	1/21/92	1672411
United States	S2	10/22/96	2,009,654
United States	ON/X	10/25/94	1,860,286
United States	ON/2	7/30/85	1,351,436
United States	Shared Financial Systems	7/30/85	1,351,435
United States	Shared Success	7/18/85	1,548,716